Remarks

Reconsideration of this Application is respectfully requested.

Upon entry of the foregoing amendment, claims 1-16 and 18-38 are pending in the application, with claims 1, 15, 30, and 34-36 being the independent claims. New claims 37 and 38 are sought to be added. These changes are believed to introduce no new matter, and their entry is respectfully requested.

Based on the following remarks, Applicant respectfully requests that the Examiner reconsider all outstanding rejections and that they be withdrawn.

Rejections under 35 U.S.C. § 103

Claims 1, 4, 15, and 30

Claims 1, 4, 15 and 30 were rejected under 35 U.S.C. § 103(a) as allegedly being obvious over U.S. Patent Application Publication No. 2002/0156726 to Kleckner et al. ("Kleckner") in view of U.S. Patent Application Publication No. 2002/0062240 to Morinville ("Morinville"). Applicant respectfully traverses this rejection.

Independent claim 1 recites, *inter alia*, "the security change being used for determining access rights comprising permission to retrieve an electronic file from within a secure file store." Applicant submits that the combination of Kleckner and Morinville clearly nowhere teaches or suggests at least this feature of claim 1.

On page 2 of the Office Action, the Examiner states:

> Applicant argues that there is no "transaction record" in Kleckner. However, as shown in Kleckner claim 1, the invention is related to amendments to financial transaction. The amendments are made electronically, which are performed using electronic files. The record (electronic file) representing the transaction is considered the transaction record.

Applicant does not dispute that Kleckner discloses something that could reasonably be called a "transaction record." Applicant simply notes that Kleckner nowhere uses the language "transaction record," but instead refers to a "trade record." Applicant's statement on page 12 of the previous Reply to Office Action is intended to clarify the scope of the Kleckner disclosure, as it is important to properly distinguish between a "financial transaction" in Kleckner and the underlying "trade record." Moreover, Applicant does not acquiesce to the position that a "trade record" in Kleckner is equivalent to an electronic file representing a transaction, but nevertheless presents arguments where this equivalence is assumed *arguendo*.

The Examiner then states, in response to Applicant's argument that the trade amendment process in Kleckner at no point controls "access rights" to any "trade record":

> As noted in Kleckner's Abstract, the invention is a system that uses digital signatures to validate an amendment to a financial transaction. A digital signature is applied to an electronic file or record. This shows that the transactions are based on an electron (*sic*) file or record. Furthermore, as agreed by the applicant, Kleckner at least teaches trading permissions for a user to determine whether the use is entitled to perform the amendments. As shown in Kleckner paragraph [0138], only if the user has the required permission, the amendment (to the transaction) is appended with the user permission (amendment permission). Therefore, the user permissions are used to determine access rights (the right to modify the amendment record) to an electronic file. (Office Action, pp. 2-3).

The process for amending a trade is described in detail in Kleckner. (Kleckner, [0136]-[0144]). The amendment process results in the creation of a ***separate*** "trade amendment record" containing the amendment request. (Kleckner, [0138]). This trade amendment record is not the subject of any "access rights" which affect access to the

underlying trade amendment record itself. Regardless of whether a user has amendment permission, they are able to create a trade amendment record. The only result of insufficient permissions is the rejection of the amendment request. (Kleckner, FIG. 2, 1204; [0138] "CX 200 looks up an ***amendment permission*** for user 310 in permission table 305. If the entry in permission table 305 is null (empty), CX 200 ***rejects the trade amendment request***.").

Nevertheless, this amendment does not actually touch the original trade record. Only "[u]pon receiving the amendment record, CX 200 records the acceptance or cancellation of the amendment in database 301 ... [and] checks the signatures and if all are valid and respective organization policies are met, updates the status field for the amended and amendment trades to reflect the acceptance or cancellation." (Kleckner, [0143]). At no point has any user of the system had access to the original trade record such that "access rights to an electronic file" would even apply. Only the CX of Kleckner is able to finally update the amended trade, and only to "reflect the acceptance" of the amendment record, not to actually amend the original trade record.

In short, there is no concept of "access rights" to a "trade record" (as opposed to a transaction) in Kleckner because there is no concept of actually allowing a user the ability to modify a "trade record" in the first place. The amendment process creates a separate amendment trade record, and it is this record which contains any changes, without modifying the original trade record. This amendment process is many layers removed from "determining access rights comprising permission to retrieve ***an electronic file***," as recited in claim 1.

The remainder of Applicant's arguments in the Reply to Office Action, filed November 20, 2008, follow from this point. Kleckner does not actually provide access to an electronic file, and therefore cannot teach or suggest determining the access rights thereto. Accordingly, it cannot be the case that Kleckner's "Policy Approval Records" are "used for determining ***access rights*** comprising permission to retrieve an electronic file," as recited in claim 1.

Finally, the Examiner reiterates:

> However, Kleckner claim 1 or paragraph 20 clearly shows that his invention is about validating an amendment to a transaction. If the amendment is not valid, it will not take effect. Therefore, Kleckner controls amendment of transactions, and amending a transaction requires access to the transaction record. Therefore, Kleckner teaches controlling access to the transaction record (file). (Office Action, p. 4).

As noted above, Kleckner does in fact control amendment of transactions, but the Examiner is incorrect in stating that "amending a transaction requires access to the transaction record" (i.e., the trade record). As previously stated, amending a transaction creates an entirely new amendment trade record, separate from the original trade record, without accessing or altering the original trade record. Thus, there is no concept in Kleckner of "determining access rights comprising permission to retrieve an electronic file," as recited in claim 1.

The present amendment further clarifies that the "access rights compris[e] ***permission to retrieve*** an electronic file ***from within a secure file store***," as recited in claim 1. Even assuming, *arguendo*, that the "trade record" of Kleckner is analogous to the "electronic file" of claim 1, nowhere does Kleckner teach or suggest any access rights that comprise "permission to retrieve [the trade record] from within a secure file

store." Kleckner is directed to the creation of a trade amendment record for amending a trade, and does not restrict "permission to retrieve ... from within a secure file store," as recited in claim 1.

Morinville does not supply the missing teaching or suggestion of Kleckner with respect to at least the above-noted distinguishing feature of claim 1, nor does the Examiner assert Morinville as supplying the missing teaching. For at least the aforementioned reasons, the combination of Kleckner and Morinville does not teach or suggest at least "the security change being used for determining access rights comprising permission to retrieve an electronic file from within a secure file store," as recited in claim 1. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness of claim 1 over Kleckner and Morinville. Moreover, dependent claim 4 is also not rendered obvious by Kleckner and Morinville for at least the same reasons as claim 1, from which it depends, and further in view of its own respective features.

Independent claims 15 and 30 recite analogous features to those discussed above with regard to claim 1, using respective language. Accordingly, the Examiner has also failed to establish a *prima facie* case of obviousness of claims 15 and 30 for at least the same reasons as with independent claim 1, and further in view of their additional distinguishing features.

Reconsideration and withdrawal of the rejection of claims 1, 4, 15, and 30 under 35 U.S.C. § 103(a) is therefore respectfully requested.

Claims 2, 3, 5-14, 16, 18-29, and 31-36

Claims 2, 3, 5-14, 16, 18-29 and 31-36 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over the combination of Kleckner and Morinville, and further in view of U.S. Patent No. 7,131,071 to Gune et al. ("Gune"). Applicant respectfully traverses this rejection.

As stated above with regard to independent claims 1, 15, and 30, the combination of Kleckner and Morinville does not teach or suggest each and every feature of the aforementioned independent claims. Gune does not supply the missing teaching with respect to at least the above noted distinguishing features of these claims. Thus, Gune fails to cure the deficiencies of Kleckner and Morinville, as noted above with regard to claims 1, 15, and 30. Accordingly, claims 1, 15, and 30 are not rendered obvious by the combination of Kleckner, Morinville, and Gune.

Claims 2, 3, 5-14, 16, 18-29, and 31-33 are not rendered obvious by the combination of Kleckner, Morinville, and Gune for at least the same reasons as claims 1, 15, and 30, from which they respectively depend, and further in view of their own respective features.

Also, independent claims 34-36 similarly recite, using respective language, "the security change being used for determining access rights comprising permission to retrieve the secured electronic document from within a secure file store," as recited, using respective language, in claims 1, 15, and 30. Claims 34-36 are therefore also not rendered obvious by Kleckner, Morinville, and Gune for similar reasons as independent claims 1, 15, and 30, and further in view of their additional distinguishing features.

Reconsideration and withdrawal of the rejection of claims 2, 3, 5-14, 16, 18-29 and 31-36 under 35 U.S.C. § 103(a) is therefore respectfully requested.

New Claims

Applicant respectfully seeks entry of new claims 37 and 38. Claims 37 and 38 depend from claim 1, and are therefore patentable for at least the same reasons as claim 1, and further in view of their own respective features. Applicant therefore respectfully requests the entry and allowance of claims 37 and 38.

Conclusion

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. Applicant believes that a full and complete reply has been made to the outstanding Office Action and, as such, the present application is in condition for allowance. If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

Prompt and favorable consideration of this Reply is respectfully requested.

Respectfully submitted,

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